

Panaji, 10th December, 2009 (Agrahayana 19, 1931)

SERIES II No. 37

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/60/2007-08/D.Agr/279

Read: Order No. 8/60/2007-08/D.Agr/262 dated 5-11-2007.

Government is pleased to extend the deputation period of Shri Nevil Alphonso, Asstt. Director of Agriculture to Goa State Horticulture Corporation Ltd., Tonca, for a further period of one year (third year) i.e. from 05-11-2009 to 04-11-2010, on the same terms and conditions.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & ex officio Joint Secretary.

Tonca-Caranzalem, 30th November, 2009.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3-1-81/EST/RCS(Part)/2477

The Government is pleased to transfer Shri E. B. Mascarenhas, Asstt. Registrar of Co-op. Societies, Group 'B' Gazetted officer presently posted as Arbitrator, Camp Court, the Goa State Co-op. Bank Ltd., Panaji and posted at Camp Court, Madgaum Urban Co-op. Bank Ltd., Madgaum against vacancy exist due to superannuation of Shri P. L. Naik, Asstt. Registrar of Co-op. Societies with immediate effect.

This order is issued in public interest.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & Joint Secretary.

Panaji, 2nd December, 2009.

Department of Labour**Order**

No. 22/1/2008-LAB/1210

Read: Order No. 22/1/2008-Lab dated 26-09-2008.
Order No. 22/1/2008-Lab dated 30-06-2009.

Government of Goa is pleased to extend the ad hoc promotion of Shri Arvind G. Shirodkar, Employment Officer (Group 'B' Gazetted) in the pay scale of Rs. 6,500-200-10,500 revised Pay Band—2 Rs. 9,300-34,800 with Grade Pay of Rs. 4,200/- in the office of the Commissioner of Labour and Employment, Panaji-Goa for a further period of one year w.e.f. 26-09-2009 to 25-09-2010.

This issues with the concurrence of Goa Public Service Commission vide their letter No. COM/II/11/28(3)/92/1853 dated 01-12-2009.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 2nd December, 2009.

Order

No. 21/20/2000-LAB

Government is pleased to promote Shri Milind P. Govekar, Labour Inspector to the post of Labour Welfare Officer (Group "B" Gazetted post) in the pay scale of Rs. 6,500-200-10,500 in the revised

Pay Band—3 of Rs. 9,300-34,800 with Grade Pay of Rs. 4,200/- (Group "B" Gazetted) on ad hoc basis by relaxing the qualifying service prescribed with immediate effect and posted in the Office of Commissioner of Labour & Employment, Panaji-Goa.

The above ad hoc promotion will be initially for a period of six months or till the post is filled on regular basis whichever is earlier and will not bestow on the officer any claim for regular appointment (Promotion) and service rendered by him in the grade will not count for the purpose of seniority in the grade or for eligibility for promotion to the next grade.

The expenditure shall be debited to the Budget Head of Account: 2230—Labour & Employment, 01—Labour, 103—General Labour Welfare (Plan), 01—Salaries.

The aforesaid post is created vide Government Order No. 21/20/2000-Lab/5656 dated 13-11-2000 and reviewed vide Order No. 24/14/2008-Lab/1017 dated 19-08-2008.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th December, 2009.

Order

No. 28/28/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Andrew Telecommunication India Private Limited, Verna Industrial Estate, Verna, Goa and their workman, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Andrew Telecommunication India Private Limited, Verna Industrial Estate, Verna, Goa in dismissing the services of Shri Rajendra K. Gaonkar, Operator in the Cable Assembly Department w.e.f. 16-4-2007, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 25th November, 2009.

Order

No. 28/15/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Pack-a-Well, Kundaim, Goa and their workperson Miss Saloni P. Naik, Supervisor represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Pack-A-Well, Kundaim, Goa, in changing the service conditions and refusing employment with effect from 18-10-2008 amounts to termination of services of Miss Saloni P. Naik, Supervisor?

(2) If the answer to issue No. (1) above is in affirmative, then, whether the action of the management in refusing to entertain the demand of Miss Saloni P. Naik, Supervisor, for reinstatement with full back wages and continuity in service on the same terms and conditions is legal and justified?

- (3) If the answer to issue No. (2) above is in the negative, then, to what relief the workman is entitled?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 25th November, 2009.

Order

No. 28/29/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Narcinva Damodar Naik, Fatorda, and their workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Narcinva Damodar Naik, Fatorda, Margao, Goa in refusing employment to the 12 workmen (mentioned below) and represented by the Gomantak Mazdoor Sangh, with effect from 01-09-2008, is legal and justified?"

- | | |
|----------------------------|----------------------------|
| (1) Mr. Sagun Naik. | (2) Mr. Pankaj Naik. |
| (3) Mr. Rohidas Talekar. | (4) Mr. David Paugo. |
| (5) Mr. Olvish Cruz. | (6) Mr. Gloria Paugo. |
| (7) Mr. Jayesh Naik. | (8) Mr. Rajan Achari. |
| (9) Mr. Santosh Bataigkar. | (10) Mr. Sanjay Parab. |
| (11) Mr. Ankush Gaonkar. | (12) Mr. Suresh Mhalsekar. |

- (2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 25th November, 2009.

Order

No. 28/30/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Vishal Mega Mart, Manufacturing of Retailing, a Unit of Vishal Retail Ltd., and their workmen, represented by the Goa Trade and Commercial Workers Union (AITUC), in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the following Charter of Demands raised by the Goa Trade and Commercial Workers Union (AITUC), Panaji, Goa, and placed before the management of M/s. Vishal Mega Mart, Manufacturing of Retailing, a Unit of Vishal Retail Ltd., Panaji-Goa is legal and justified?"

CHARTER OF DEMANDS

(1) Demand No. 1 Flat-Rise and Basic Salary:

It is demanded that, each worker be paid a sum of Rs. 1,000/- as Flat-Rise in the basic salary existing as on 31-03-2008. The total basic salary as on 31-03-2008 plus the Flat-Rise of Rs. 1,000/- per month be placed in the pay scale given below and fitted at the appropriate stage which shall be the Basic Pay of each worker with effect from 01-04-2008.

Grade	Designation	Pay Scale
A	Cashier/Team Leader/Tailor	4000-175-4875-215-5950-225-7225.
B	Asstt. Team Leader	3500-150-4250-175-5125-215 6200.
C	Team Member/Salesmen	3000-125-3625-145-4350-175 5225.

(2) Demand No. 2 Fixed Dearness Allowance (FDA):

It is demanded that, with effect from 01-04-2008, each worker be paid Rs. 1,000 per month towards Fixed Dearness Allowance (FDA).

(3) Demand No. 3 House Rent Allowance (HRA):

It is demanded that with effect from 01-02-2008, each worker be paid Rs. 900/- per month towards House Rent Allowance (HRA).

(4) Demand No. 4 Variable Dearness Allowance (VDA):

It is demanded that, with effect from 01-04-2008, each worker be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2/50 per point over and above base 2500 points AAICPI (1960=100). The Variable Dearness Allowance (VDA) shall be revised quarterly.

(5) Demand No. 5 Conveyance Allowance:

It is demanded that, with effect from 01-04-2008, each worker shall be paid an additional amount of Rs. 500/- per month over and above the existing Conveyance Allowance as on 31-03-2008.

(6) Demand No. 6 Education Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid an additional amount of Rs. 500/- per month over and above the existing Educational Allowance.

(7) Demand No. 7 City Compensation Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a sum of Rs. 400/- per month towards City Compensation Allowance.

(8) Demand No. 8 Shift Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a Shift Allowance on the following basis:

1st Shift Allowance ... Rs. 25/- per shift.
2nd Shift Allowance ... Rs. 35/- per shift.

(9) Demand No. 9 Outdoor Food Allowance:

It is demanded that, whenever a workperson is sent on duty, he/she be paid an Out-Door Food Allowance towards breakfast, lunch, dinner, tea and snacks on the following pattern:

Breakfast ... Rs. 35/- per day.
Lunch ... Rs. 65/- per day.
Dinner ... Rs. 65/- per day.
Tea and Snacks ... Rs. 25/- per day.

(10) Demand No. 10 Leave Travel Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a Leave Travel Allowance (LTA) on the following basis:

Grade A ... Rs. 5,000/-
Grade B ... Rs. 4,500/-
Grade C ... Rs. 4,000/-

(11) Demand No. 11 Overtime:

- (a) It is demanded that, each worker be paid overtime at double the rate of wages with retrospective effect. Whenever a worker is required to work on Sundays/Holidays and Weekly-Off days, he should be paid double the rate of wages with a paid compensatory-off which should be allowed to be availed by the worker within 3 days of such work.
- (b) It is demanded that, when a workman of a first shift is asked to wait for the overtime for the 2nd shift, he shall be provided overtime as mentioned above and company shall provide a vehicle to drop the workman at home or pay actual Transport Allowance.
- (c) It is demanded that, with effect from 01-04-2008, whenever worker is required to work on overtime for continuous 12 hours of duty, he/she shall be paid Food Allowance of Rs. 40/- per extra shift worked.

(12) Demand No. 12 Leave Facilities:

It is demanded that, each worker be eligible to the following Leave Facilities with effect from 01-04-2008.

- a) Privilege Leave : 23 days per annum with a facility to accumulate upto 100 days and encash leave above 50 days.
- b) Casual Leave : 9 days per annum with a facility to accumulate upto 30 days or with a facility to encash the balance leave.
- c) Sick Leave : 10 days per annum with a facility to accumulate upto 30 days.
- d) Holidays : 14 days per annum and as will be finalized in the month of January every year between the Union and the Management.

(13) Demand No. 13 Rest Room and Lockers:

It is demanded that a well furnished and fully equipped Rest Room and Lockers be provided at the factory with immediate effect since the workers are working in 3 shift operations.

(14) Demand No. 14 Bonus:

It is demanded that, 20% Bonus shall be paid to each worker on gross wages (Basic+DA+VDA+HRA+TA+OT+EDU.ALLOW+MISC.ALLOW+SHIFT ALLOW. etc) without any ceiling. Annual bonus is to be disbursed eight days before the Ganesh Chaturthi.

(15) Demand No. 15 Washing Allowance:

It is demanded that, with effect from 01-04-2008, each worker be paid a sum of Rs. 250/- per month towards Washing Allowance.

(16) Demand No. 16 Insurance:

It is demanded that, each workperson be covered for all the 24 hours for accidents or death for a sum of Rs. 2 lakhs under the Group Personal Accident/Insurance Scheme.

(17) Demand No. 17 Festival Advance:

It is demanded that, each worker be paid Rs. 4,000/- as festival advance at least 10 days prior to the festival every year, to be deducted in 8 equal installments.

- (a) Ganesh Chaturthi festival.
- (b) Christmas festival.

(18) Demand No. 18 Christmas Gift/Diwali Gift:

It is demanded that, each worker be presented with an Christmas or Diwali Gift every year costing not less than Rs. 1,500/-.

(19) Demand No. 19 Sanction of Leave:

It is demanded that, whenever a worker applies for leave, the intimation regarding sanctioning of leave should be made known to the concerned workman within 6 hours of such application being made by an employee seeking leave.

(20) Demand No. 20 Home drop for working in 2nd Shift:

It is demanded that, all workers should be provided with home drops after 7.00 p.m. and for those working in 2nd shift.

(21) Demand No. 21 Period of Settlement:

It is demanded that, the Charter of Demands should be specifically for a period of 3 years effective from 01-04-2008 to 31-03-2011.

- (2) If not, to what relief the workman are entitled?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 25th November, 2009.

Notification

No. 28/1/2009-LAB

The following Award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 09-10-2009 in reference No. IT/37/03 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 11th November, 2009.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/37/03

Ms. Elizabeth D'Souza,
H. No. B/266, Ramnagar,
Betim, Bardez-Goa. ... Workman/Party I
V/s

The Sarpanch,
Village Panchayat of Reis Magos,
Reis Magos,
Bardez-Goa. ... Employer/Party II

Party I/Workman represented by Adv., Suhas Naik.

Party II/Employer – none present.

AWARD

(Passed on this 9th day of October, 2009)

1. By order dated 2-7-03 the Government of Goa, in exercise of powers conferred under clause (d) of sub-section (1) of Section 10 of the Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication—

- "1. Whether the action of the Village Panchayat of Reis Magos, in terminating the services of M/s. Elizabeth D'Souza, Clerk, with effect from 01-08-2002, is legal and justified?
2. If not, to what relief the workperson is entitled?"

2. Pursuant to the reference IT/37/03 was registered. Notices were issued to both parties. The Party I filed her claim statement at Exb. 5 and the Party II filed its written statement at Exb. 7. The rejoinder of the Party I is at Exb. 8.

3. The Party I/workman was employed by the Party II as a Clerk w.e.f. October, 1999 on payment of salary of Rs. 1,000/- per month. The services of the Party I were terminated vide order dated 31-7-02. The Party I raised an Industrial Dispute. The conciliation proceeding initiated by the Asstt. Labour Commissioner ended in failure. Hence the reference.

4. The Party I has claimed that she had worked for the Party II continuously since the date of appointment till the date of termination. The Party I has stated that her salary was increased from time to time and that at the time of her termination she was drawing salary of Rs. 2,550/- per month. The Party I has stated that the Party II has terminated her services without assigning any reasons. She has stated that she was not issued any show cause notice or charge sheet and that she was not given any opportunity to defend her case. The Party I has stated that her brother had contested Panchayat elections against the Sarpanch who was instrumental in issuing the dismissal order. The Party I has stated that her termination order dated 31-7-02 is illegal and unjustified and was issued to harass and victimize her and to take revenge on her brother for contesting the elections against the Sarpanch. The Party I has stated that after her dismissal the Party II has recruited a new Clerk in her place. The Party II has stated that she is unemployed since the date of her termination. The Party I has sought reinstatement with full back wages and continuity in service.

5. The Party II has claimed that the dispute is not "Industrial Dispute". The Party II has further stated that the Party I was appointed as a Clerk on purely temporary basis. The Party II has further stated that vide notification dated 14-8-01 the Government of Goa had floated a scheme for grant of financial assistance to economically weaker Village Panchayats for improving their administration and to enable these Panchayats to pay adequate salary to the staff employed by them. This scheme was for limited period of five years till which period the Panchayats were required to raise their own resources to sustain the salaries of the staff employed by them. The said notification also stipulated that the Panchayat should ensure that the minimum monthly salary of the Lower Division Clerk should be Rs. 3,050/- and that of the Peon should be Rs. 2,550/- with Dearness Allowance @ 40%. The said notification was followed by a circular dated 31-10-01 which provided that all the Panchayats, whether they

were in receipt of the Government grants under the above scheme or not, shall pay the monthly basic salary of Rs. 3,050/- to one Lower Division Clerk and Rs. 2,550/- to one Peon-cum-messenger with Dearness Allowance of Rs. 40% of the basic salary. The Party II has stated that there was a provision for only one clerk and one Peon whereas its staff consisted of three clerks including the Party I and one Peon. The Party II has stated that the other two clerks and Peons were appointed prior to the Party I. The Party II has stated that since the staff was in excess and on considering the financial implications that followed the circular, it was left with no other alternative but to terminate the services of the Party I. Hence by resolution dated 30-4-02 it resolved to discontinue the services of the Party I. The said resolution was communicated to the Party I on 31-7-02. The Party II has denied that the said termination order is illegal, mala fide or that it was issued with an intention of harassing and victimizing the Party I. The Party II has denied that it has recruited any new staff in place of the Party I. The Party II has stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I proves that the action of the Party II in terminating her services w.e.f. 1-8-2002 is illegal and unjustified?
2. Whether the Party I proves that the dispute referred is not an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act, 1947 and therefore, the reference is not maintainable?
3. Whether the Party I is entitled to any relief?
4. What Award?

7. The records indicate that the case was adjourned sine-die on 14-9-05. The matter was taken up on board on 16-7-07. The notices were issued to both parties. The records indicate that neither representative nor the advocate of the Party II had appeared before the Tribunal despite due service of the notice. Hence fresh notice was issued to the Party II by registered post and the same was duly served. The Party II failed to remain present before the Tribunal despite receiving the said notice. Hence the matter was ordered to proceed ex parte against the Party II.

8. The Party I has adduced oral as well as the documentary evidence. Learned Advocate, Shri Suhas Naik has argued on behalf of the Party I. I have perused the records and considered the

arguments advanced by Learned Advocate, Shri Naik. I shall first decide issue No. 2, being a jurisdictional issue.

9. *Issue No. 2:* The Party II has claimed that the dispute referred to this Tribunal is not an "Industrial Dispute" within the meaning of Section 2(k) of the Act. Learned Advocate, Shri Suhas Naik has argued that the evidence adduced by the Party I amply proves that the Panchayat is an industry within the meaning of Section 2(j) of the Act. He has relied upon the judgment in the case of *Bangalore Water Supply and Sewerage Board v/s Rajapa & others 1978 Lab IC 467*. He has further argued that the dispute referred is an 'Industrial Dispute' within the meaning of Section 2(k) of the Act.

10. At the outset it may be mentioned that the plea raised by the Party II is vague as there are no specific pleadings in the written statement to substantiate its plea that the dispute is not an Industrial Dispute within the meaning of Section 2(k) of the Act. Be that as it may, the term "Industrial Dispute" as defined under Section 2(k) of the Act means;

"any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any persons". In the instant case, the Party I has claimed that she was employed with the Party II as a Clerk w.e.f. October, 1999. The grievance of the Party I is that the Party II had terminated her services without issuing any notice or charge sheet or without assigning any reasons. The Party I has challenged the legality of the action of the Party II in terminating her services vide order dated 31-7-02. The evidence of the Party I also indicates that the Party II is having its own buildings and is covered by nine wards wherein there are several shops and other commercial establishment. The Party I has stated that the Party II has leased shops and is accepting rents from the concerned lesses. The Party I has further deposed that the Party II also accepts fees for issuing construction licences, birth certificates, death certificates etc. and it also undertakes work of public interest such as laying drainage, maintenance of roads etc. in the wards under its jurisdiction. The Party I has deposed that the Party II collects revenue from the public and earns profit.

11. The Party II has not denied that the Party I was its employee and that she is a 'workman' within the meaning of Section 2(s) of the Act. The Party II has also not disputed that it is an industry within the meaning of Section 2(k) of the Act. Be that as it may, the scope of the definition 'industry' was considered and reviewed by the Apex Court. In the case of *Bangalore Water Supply and Sewerage Board v/s Rajapa & others 1978 Lab IC 467*. In para 161 of the judgment the Apex Court has laid down the following test to find out whether the establishment is an industry or not.

- (a) *Where (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (nor spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making on a large scale prasad or food) prima facie, there is an industry in that enterprise.*
- (b) *Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint private or other sector.*
- (c) *The true focus is functional and decisive test is the nature of the activity with special emphasis on the employer-employee relations.*
- (d) *If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.*

12. In the instant case, the evidence of Party I indicates that Party II accepts fees for issuing construction licence, birth certificates, death certificates etc. The Party II gives its premises on lease and accepts rent, collects revenue and earns profit. The evidence of Party I also indicates that the Party II undertakes work of public interest such as laying drainage, maintenance of roads etc., in the wards within its jurisdiction. The activities such as construction and maintenance of roads drainage/gutters etc., are not sovereign or regal functions or activities which are exempted from the definition of industry but are welfare activities meant for the welfare of the people. Hence, the Party II is an industry within the meaning of Section 2(j) of the Act.

13. The records clearly indicate that the dispute referred to this Tribunal is between the Party I/ /workman and the Party II/employer which is an industry and the dispute is connected with the

employment/non-employment of the Party I/ workman. Hence the dispute is an Industrial Dispute within the meaning of Section 2(k) of the Act. Hence issue No. 2 is answered in the negative.

14. *Issue No. 1:* It is an admitted fact that the Party I was in service with the Party II as a Clerk w.e.f. November, 1999. Her services were terminated by the Party II vide order dated 31-7-02 Exb. 20. Learned Advocate, Shri Naik has argued that the termination of the Party I is in violation of Section 25F of the Industrial Disputes Act and also in contravention of instructions given by the Government in the circular dated 31-10-01.

15. It may be mentioned that Section 25F of the Act stipulates conditions precedent to "retrenchment" of the workmen. It is therefore necessary to decide whether the termination of service of the Party I is "retrenchment" within the meaning of the Act. Section 2(oo) of the Industrial Disputes Act, 1947 defines retrenchment as *the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include.*

- (a) *voluntary retirement of the workman; or*
- (b) *retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
- (bb) *termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or*
- (c) *termination of the service of a workman on the ground of continued ill health.*

16. In the instant case, the services of the Party I were terminated vide order dated 31-7-02 at Exb. 20. It is not in dispute that the services of the Party I were not terminated as a punishment inflicted by way of disciplinary action. It is also not in dispute that the termination of the Party I was not on account of voluntary retirement, on reaching the age of superannuation or on the ground of continuous ill health. It is also not the case of the Party II that the Party I was appointed for a specific period and that her services were terminated by efflux of contract period or due to non renewal of the contract. This being the case,

the termination of the Party I does not fall within the excluded categories specified under Clause a, Clause b, Clause bb and c of Section 2(oo) of the Act. Consequently, the termination of the Party I is retrenchment within the meaning of the Act.

17. As stated earlier Section 25F of the Act prescribes the procedure to be followed in case of retrenchment. This section stipulates that *"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [for such authority as may be specified by the appropriate Government by notification in the Official Gazette.]*

18. What is 'continuous service' is defined under Section 25B of the Act. This Section stipulates that a workman is deemed to be in continuous service for a period of one year, if the workman during the period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than 190 days in the case of a workman employed below ground in a mine; and 240 days, in any other case.

19. In the instant case it is not in dispute that the Party I was appointed by the Party II as a Clerk w.e.f. November, 1999. It is also not in dispute that the Party I was in continuous service of the Party II w.e.f. November, 1999 till 31-7-02 being the date of termination of her service. Hence it is crystal clear that the Party I was in continuous service of the Party II within the meaning of Section 25B of the Act and as such the Party II was required to comply with the provisions of Section 25F of the Act.

20. The evidence of the Party I, Elizabeth D'Souza clearly indicates that her services were terminated vide order dated 31-7-02 at Exb. 20. As rightly argued by Learned Advocate, Shri S. Naik the order does not specify the reasons of termination. The Party II has averred that the Party I was appointed purely on temporary basis. In para 2(k) of the written statement the Party II had averred that there was provision for only one clerk and one peon and that it had employed three clerks (including the Party I) and one peon. The Party II claims that the services of the Party I were terminated because of surplus staff and also in view of the financial implications that followed the circular.

21. It need not be emphasized that Section 25F makes no distinction between permanent and temporary workman. The mandate of this Section is that the workman who has completed 240 days of continuous service is entitled for the benefits under Section 25F of the Act. Consequently the services of the temporary workman who is in continuous service within the meaning of Section 25B of the Act cannot be terminated in contravention of Section 25F.

22. The evidence of the Party I/workman Elizabeth D'Souza indicates that she was not given any notice before the termination of her services. There are neither pleadings in the written statement nor any other evidence on record to show that the Party II had complied with the provisions of Section 25F of the Act. Hence the termination of services of the Party I are held to be in contravention of Section 25F of the Act.

23. It is also to be noted that by circular dated 31-10-01 (Exb. 21) which was issued subsequent to the notification dated 14-8-01, the Government had issued certain administrative instructions to be complied with by the Panchayats. Clause 1 of the circular clearly stipulates that Panchayat shall not recruit any new staff w.e.f. 1-11-01 without prior approval of the Director of Panchayats and there shall be no retrenchment of the existing staff. Clause 2 of the circular stipulates that the Panchayats whether they are in receipt of the Government grant under the scheme or not shall pay minimum monthly of Rs. 3,050/- and 40% of the basic as Dearness Allowance to one Lower Division Clerk-cum-Typist and salary of Rs. 2,550/- and 40% of basic as Dearness Allowance to one Peon-cum-Messenger. The circular further states that if there are more than one employee in the above category i.e. Lower Division Clerk-cum-Typist and Peon-cum-Messenger, senior-most employee shall be entitled for the benefit of the

minimum salary and Dearness Allowance. The circular further stipulates that where the Panchayat employees are in receipt of the monthly salary which is more than the prescribed minimum rates, the same shall be protected and shall not be reduced.

24. A plain perusal of this circular indicates that by this circular the Government had prescribed minimum salary and Dearness Allowance to be paid to the senior-most Lower Division Clerk and the Peon. This circular does not in any manner stipulate that the Panchayat should have only one Lower Division Clerk and one Peon and that it should retrench the services of existing staff in excess of one Lower Division Clerk-cum-Typist and one Peon-cum-Messenger. On the contrary, this circular refrains the Panchayat from retrenching the existing staff. Hence, I agree with Learned Advocate, Shri S. Naik that the termination of the Party I was in contravention of the administrative instructions issued by the Government vide Circular dated 31-10-01 at Exb. 21.

25. As stated earlier the Party I was in continuous service within the meaning of Section 25B of the Act and her termination did not fall in any of the excluded categories of Section 2(oo) of the Act. Hence, the Party II was required to comply with the provisions of Section 25F even if the termination was necessitated by financial implications of the circular and or due to surplus age staff. In this regard it is necessary to refer to the case of *Gammon India Ltd., v/s Niranjana Das reported in AIR 1984 SC 500*, wherein the Apex Court has held that when the service of an employee is terminated on account of recession and reduction in the volume of workmen and the termination of service of the employee did not fall in any of the excluded categories, termination of his services would be ipso facto retrenchment. It is further held that when the pre-requisite for a valid retrenchment as laid down in Section 25F is not complied with the retrenchment bringing about termination of service of an employee would be ab initio void.

26. In the instant case there is absolutely no evidence on record to show that the Party II had complied with the provisions of Section 25F of the Act. Consequently, the termination of the Party I which is in violation of Section 25F of the Act is illegal and void. Hence issue No. 1 is answered in the affirmative.

27. *Issue No. 3:* This issue pertains to the relief that the Party I is entitled to. As stated earlier, the

Party II had terminated the services of the Party I w.e.f. 1-8-02. The termination of service of the Party I is held to be illegal and unjustified. Ordinary rule is that when the order of termination of service of the workman is held to be illegal and unjustified the workman should be reinstated with full back wages, unless there are circumstances which do not warrant reinstatement or full back wages. In the instant case, the Party I has deposed that she is unemployed since the date of termination of her service. The said statement has gone unchallenged and there is no reason to disbelieve the same. The Party II has not adduced any evidence and has thereby failed to prove that there are any such circumstances or reasons which warrant deviation from the normal rule of reinstatement. This being the case, in my considered opinion it is just and proper to award reinstatement with full back wages and other consequential benefits.

Under the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the Village Panchayat of Reis Magos in terminating the services of Ms. Elizabeth D'Souza, Clerk with effect from 1-8-2002, is neither legal nor justified. The Party I, Elizabeth D'Souza is ordered to be reinstated with full back wages and all other consequential benefits.

No order as to costs. Inform the Government accordingly.

Sd/-
(Smt. Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following Award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 6-10-2009 in reference No. IT/47/95 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 11th November, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/47/95

Shri Prasad Phadke,
Jetty, Mormugao,
Vasco da Gama, Goa. ... Workman/Party I
V/s

M/s. Goa Shipyard Ltd.,
Vaddem,
Vasco da Gama, Goa. ... Employer/Party II

Party I/Workman represented by Adv., A. V. Nigalye.

Party II/Employer represented by Adv., P. J. Kamat.

AWARD

(Passed on this 6th day of October, 2009)

1. By order dated 6-9-95, the Government of Goa, in exercise of powers conferred under clause (d) of sub-section (1) of Section 10 of the Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication—

"1. Whether the action of the management of M/s. Goa Shipyard Ltd., Vaddem, Vasco da Gama, Goa, in dismissing from services Shri Prasad Phadke, with effect from 15-6-1994 is legal and justified?

2. If not, to what relief workman is entitled?"

2. Pursuant to the reference, IT/47/95 was registered. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4 and the Party II filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I was an employee of the Party II. He was also a committee member of Shipyard Employees Union. The Party II had alleged that on 16-7-91 at 10.00 a.m., the Party I left the place of work without permission of the Officer-in-Charge and went in front of the Security Office alongwith Francis Coutinho and a large number of workers. It was alleged that the Party I alongwith Francis Coutinho assaulted Mr. Avinash Volvoikar by causing him grievous injuries, which resulted in his death. The Party I was issued suspension order and was charge sheeted for the above acts, which constitute misconduct under Clause 29 items (ii), (xi), (xii), (xxviii) and (xxxvii) of certified standing orders of the company.

4. Shri Ulhas Raikar was appointed as the Inquiry Officer to enquire into the charges levelled against the Party I. The Inquiry Officer conducted the enquiry and submitted his report on 29-10-93 wherein the Party I was held guilty of the charges levelled. The competent authority considered the report and proposed to dismiss the Party I from service of the company and accordingly, issued show cause notice dated 22-4-94. The Party I filed his explanation dated 6-5-94. Not being satisfied with the reply, the Party II dismissed service of Party I w.e.f 15-6-94.

5. The Party I has alleged that he was an active member of the trade union under the leadership of P. V. Dias, being the president of the said union. The union had levelled serious allegations of corruption and security threats to the country by the management because of which the management had tried to replace the union leadership of their choice. However, in the general elections, much to the dislike of the management, the leadership of the union was retained by P. V. Dias and his panel; hence the management sponsored a reign of terror within the Goa Shipyard workplace. There was absolute breakdown of law and order situation inside the yard which culminated into a violent attack by a mob led by Shri Cyril Fernandes on the workmen as well as on the union leaders which led to the tragic death of Shri Avinash Volvoikar. The Party I has denied that he was involved in causing injuries to Avinash Volvoikar. The Party I has stated that instead of punishing the real culprits, the management has implicated him in the said incident. The Party I has stated that no attempts were made to serve the charge sheet or suspension order on him and that the same were published in the local newspapers with an intention of demoralizing and defaming him. The Party I has stated that the enquiry proceedings were an empty formality conducted with sole purpose of justifying the predetermined punishment of dismissal.

6. The Party I has further stated that the Inquiry Officer was biased right from the start and acted only at the dictates of the management. The Party I has stated that he was not given reasonable opportunity to defend himself. Copies of the complaint, which formed the basis of the charge sheet, were not furnished to him and that he was denied opportunity to lead evidence and advance submission on the evidence on record. The Party I has stated that the findings of the Inquiry Officer are based on wrong appreciation of the evidence and that he was a victim of unfair labour practice.

7. The Party I has further stated that his representation to the second show cause notice was rejected without any reasons. The Party I has stated that at the instigations of Shri Cyril Fernandes, he was falsely implicated in Sessions Case No. 27/92 for committing offence 143, 147, 148, 504, 506 and 302 read with 149 of IPC. The Party I has stated that he has been acquitted by the Session Court vide judgment dated 3-2-01 and that in the said judgment, the Court has accepted the possibility of the Party I being falsely implicated so as to further the prospects of Cyril Fernandes to become the President of the Union with active support of the management. The Party I has prayed for reinstatement, with continuity in service and all consequential benefits.

8. The Party II has stated that the Party I had committed grave and serious acts of misconduct for which he was issued a charge sheet dated 1-8-91. The enquiry was conducted against him in respect of the said charges. The Party I had fully participated in the enquiry through his advocate and he was given every opportunity to defend himself. The Party II has denied that the Inquiry Officer has not allowed the Party I to lead his evidence. The Party II has stated that despite the orders of the Inquiry Officer, the Party I avoided examining himself and stated that unless the defence witness is summoned and examined first, he is unable to take steps in his defence. It was under these circumstances that the Inquiry Officer had to close the enquiry. The Party II had also denied that the Inquiry Officer was biased in favour of the management. The Party II further stated that the enquiry is fair and just. The Party II has stated that the Inquiry Officer has held the Party I guilty of the misconduct and considering the gravity of misconduct and the past records and after taking into consideration the reply given by the Party I to the show cause notice, he was dismissed from service. The Party II has denied that the Party I was implicated falsely in Sessions Case No. 27/92 at the instance of Cyril Fernandes. The Party II has denied that the Party I is entitled to be reinstated with back wages.

9. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I proves that the domestic enquiry held against him is not fair, proper and impartial?

2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that his dismissal from service by the Party II is by way of unfair labour practice and discrimination?
4. Whether the Party I proves that the action of the Party II in dismissing him from service w.e.f. 15-6-94 is illegal and unjustified?
5. Whether the Party I is entitled to any relief?
6. What Award?

10. Issues No. 1 and 2 were treated as preliminary issues. Parties had adduced evidence on preliminary issues. Findings on issue No. 1 were given vide order dated 10-6-08 wherein the enquiry against the Party I is held to be fair and proper. Findings on issue No. 2 were given vide order dated 26-6-09 wherein the charges levelled against the Party I are held to be proved to the satisfaction of the Tribunal. Thereafter both parties were called upon to adduce evidence on issues No. 3 and 4. By application dated 13-7-09 (Exb. 28), the Party I stated that he does not wish to adduce evidence on the remaining issues and that he would rely on the material on record. The Party II has also not adduced evidence on the remaining issues i.e. issues No. 3 and 4.

11. Learned Advocate, Shri Nigalye has argued on behalf of the Party I. Learned Advocate, Shri Nigalye has argued that the records do not indicate that the act allegedly committed by the Party I were premeditated but indicate that the alleged acts were committed in a sudden spur of the moment. Learned Advocate, Shri Nigalye has also argued that the past records of the Party I are blemishless. Learned Advocate, Shri Nigalye has argued that the management has not considered all these aspects while imposing the penalty. Learned Advocate, Shri Nigalye therefore claims that the penalty imposed on the Party I is not just and legal.

12. Learned Advocate, Shri P. J. Kamat has argued that the acts of misconduct committed by the Party I are of grave and serious nature, which had resulted in death of one of the co-workers and the punishment of dismissal is commensurate with nature of the charge. He has relied upon the following cases.

1. *Hombe Gowda Education Trust and another v/s State of Karnataka and others reported in 2006 I CLR 280.*

2. *Employers Management West Bokaro Colliery of Tisco Ltd., v/s Concerned workman Ram Pravesh Singh 2008 II CLR 220.*
3. *Chairman and M. D. V. S. P. and others v/s Goparaju, Shri Prabhakaran Hari Babu 2008 (III) FLR 377.*
4. *The Judgment of the Bombay High Court in the case of Usha M-Mahadik v/s Parle Products Ltd., and another 2006 II CLR 372.*

13. I have perused the records and considered the arguments advanced by the respective parties and my findings on issues No. 3, 4 and 5 are as under:

Issue Nos. 3 & 4: In the instant case, the charges against the Party I are that on 16-7-91, at about 10.00 hours, he left the place of his work without the permission of his Officer-in-Charge and came in front of the Security Office alongwith Shri Francis Coutinho E. No. 0522 and a large number of other workers and further he alongwith others, assaulted Shri Avinash Volvoikar causing him grievous injuries resulting in his death at G.M.C.

14. The Inquiry Officer has held the Party I guilty of acts which constitute misconduct under Clause 29(II), (XI), (XII), (XXVIII) and 29(XXXVII) of the Certified Standing Orders of the Company. The Party II accepted the report of the Inquiry Officer and imposed punishment of dismissal w.e.f. 15-6-94. The Party I has claimed that the punishment imposed on him is by way of unfair labour practice and discrimination. It may be mentioned here that termination of service does not by itself constitute an act of unfair labour practice. In order to prove unfair labour practice the Party I had to prove that the termination was actuated by malafide victimization or that the Party II had committed an act enumerated in the fifth schedule. Needless to state that the Party I has not adduced any evidence to prove that the Party II had resorted to unfair labour practice or to prove that he had been unfairly discriminated against. Hence, the grievance about unfair labour practice and discrimination is unfounded and is hereby rejected.

15. As regards the quantum of punishment, it is not in dispute that u/s 11A of the Industrial Disputes Act, 1947, the Tribunal or the Labour Court, as the case may be, has ample powers to decide the question relating to quantum of punishment. However, as reiterated by the Apex Court in the case of *V. P. Gadhe & others v/s G. M. Guarat Ambuja Cement Pvt. Ltd., reported in AIR*

2008 SC 99 “the power u/s 11A has to be exercised judiciously and the Industrial Tribunal or the Labour Court as the case may be is expected to interfere with the decision of the management u/s 11A of the Act only when it is satisfied that punishment imposed by the management is wholly and shockingly disproportionate to the degree of guilty of the workman concerned. To support its conclusion the Industrial Tribunal or the Labour Court as the case may be, has to give reasons in support of its decision. The power has to be exercised judiciously and mere use of words ‘disproportionate’ or ‘grossly disproportionate’ by itself will not be sufficient. In recent times, there is an increasing evidence of this, perhaps well-meant but wholly unsustainable, tendency towards a denudation of the legitimacy of judicial reasoning and process. The reliefs granted by the Courts must be seen to be logical and tenable within the framework of the law and should not incur and justify the criticism that the jurisdiction of the Courts tends to degenerate into misplaced sympathy, generosity and private benevolence. It is essential to maintain the integrity of legal reasoning and the legitimacy of the conclusions. They must emanate logically from the legal findings and the judicial results must be seen to be principled and supportable on those findings. Expansive judicial mood of mistaken and misplaced compassion at the expense of the legitimacy of the process will eventually lead to mutually irreconcilable situations and denude the judicial process of its dignity, authority, predictability and respectability. [See: Kerala Solvent Extractions Ltd., v. A. Unnikrishnan and Anr. [1994 (1) SCALE 631]]. Through under Section 11-A, the Tribunal has the power to reduce the quantum of punishment, it has to be done within the parameters of law. Possession of power is itself not sufficient; it has to be exercised in accordance with law. These aspects were highlighted in Life Insurance Corporation of India v. R. Dhandapani (AIR 2006 SC 615). Power and discretion conferred under the Section needless to say have to be exercised judicially and judiciously. The Court exercising such power and finding the misconduct to have been proved has to first advert to the question of necessity or desirability to interfere with the punishment imposed and if the employer does not justify the same on the circumstances, therefore to consider the relief that can be granted. There must be compelling reason to vary the punishment and it should not be done in a casual manner.”

16. In the instant case, the acts of misconduct which are held to be proved are: 1) Leaving the place of work without permission. 2) Instigating and acting in furtherance thereof resulting in

paralyzing the normal work of the company. 3) Riotous disorderly, indecent or improper behaviour on the premises of the establishment. 4) Commission of act subversive of discipline or good behaviour on the premises of the establishment. 5) Assault and intimidation within the premises directly affecting the discipline and working of the company.

17. In the case of the *Management of Tournamulla Estate v/s Workmen* (1973) 2 SCC 502, the Apex Court has held that if the workman is guilty of a serious misconduct such as acts of violence against the management or disorderly behaviour in or near the place of employment, which though not directly causing damage, is conducive to grave indiscipline and such grave misconduct calls for stringent punishment.

18. In the instant case the riotous disorderly behaviour and the act of assault has resulted in a death of a co-worker by name Avinash Volvoikar. The charges proved against the Party I are serious and grave and warrant stringent punishment. The fact that the past records of the Party I are clean or that the incident had occurred on the spur of the moment cannot be considered as a mitigating circumstance. Considering the nature and gravity of the charge, the penalty imposed on the Party I cannot be said to be shockingly disproportionate or unjust. Reliance is also place on the judgments of the Apex Court in the case of *Employers Management M. Colliery, BCCI Ltd., v/s Bihar Colliery Kamgar Union through Workmen* 2005 (3) SCC 331, *Management of West Bokaro Colliery of M/s. Tisco v/s concerned workman Ram Pravesh Singh* 2008 II CLR 220 and the judgment of the Bombay High Court in the case of *Usha M. Mahadik v/s Parle Products Ltd., and another* 2006 II CLR 372.

Under the circumstances, and in view of discussion supra, the Party I has failed to prove that the Party II had resorted to unfair labour practice or that the penalty imposed is discriminatory, illegal or unjustified. Hence issues No. 3 and 4 are answered in the negative.

19. Issue No. 5: The Party I has failed to prove that the termination is illegal or unjustified. This being the case, the Party I is not entitled for any relief. Hence, I pass the following order.

ORDER

It is hereby held that the action of the management of M/s. Goa Shipyard Ltd., Vaddem, Vasco da Gama, Goa in dismissing services of Shri Prasad Phadke with effect 15-6-94 is legal and justified. The Party I is not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(Smt. Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 20-07-2009 in reference No. IT/14/08 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 15th October, 2009.

IN THE INDUSTRIAL TRIBUNAL- -CUM-LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/14/08

Workmen rep. by
Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Opp. Municipal Garden,
Panaji, Goa.

... Workmen/Party I

V/s

M/s. Dura-Line India P Ltd.,
Verna, Electronic City,
Plot No. 1-24, 25, Phase II A,
Verna, Salcete-Goa.

... Employer/Party II

Workmen/Party I is represented by Adv., Suhas Naik.

Employer/Party II is represented by Adv., G. K. Sardessai.

AWARD

(Passed on this 20th day of July, 2009)

By order dated 18-4-08 the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Dura-Line India Private Limited, Verna,

Goa, in making deductions from salaries of their workmen on account of absence from duty in the month of December, 2006, is legal and justified?

(2) If not, to what relief the workmen are entitled?”

2. Notices were issued to both parties. Pursuant to which the Party I has filed claim statement at Exb. 6.

3. The party has claimed that it has raised several disputes, has served charter of demands on the Party II and has also filed complaints before the office of the Commissioner, Labour regarding unfair labour practice resorted by the Party II. The Party I has stated that the Party II had filed a civil suit before the Civil Suit, Senior Division, Vasco wherein unionizing workmen were made parties. The Party I has stated that the said workmen had received notices from the Civil Suit and accordingly remained present in the court after seeking necessary permission. The Party I has stated that the Party II had permitted to relieve workmen to attend the same from time to time. The grievance of the Party I is that it deducted wages of the workmen for the month of December, 2006. The Party I has stated that the action of the Party II in deducting the salary of the Party II is illegal, unjustified and bad.

4. An attempt was made to settle the matter amicably. With consent of both parties Learned advocate, Shri Chodnekar was appointed as a mediator. On 26-6-2009, advocate for respective parties and the mediator remained present before this Tribunal and submitted that the matter has been amicably settled. They have filed an application at Exb. 9 alongwith terms of settlement with the Annexures. The parties have stated that the Party I accepts the terms of the settlement as referred to in Annexure A and agree to be bound by it. The Party II has agreed to pay to the workmen an amount shown in Annexure A2. The workmen/union has agreed to accept the same towards their full and final settlement of present claim. The parties have prayed for drawing consent award in terms of the settlement. I have perused the terms of the settlement at Annexure A which are agreeable to both parties. In my view, these terms are in the interest of the parties and hence I pass the consent award as per the settlement at Annexure A as under:

ORDER

1. The provisions of settlement shall be applicable to all the permanent workmen who are on the rolls of the company on the date of signing of this settlement.

2. The provisions of this settlement however shall not be applicable to employees employed by any of the contractors or those working as retainer/temporary/part-time employees whatsoever job or in whatsoever capacity they are engaged.
3. *Tenure of settlement:*
This settlement shall be effective for a period of 4 years i.e. from 1st October, 2004 until 30th September, 2008 and shall continue to remain effective till 30th September, 2008 and binding on both parties in accordance with the provisions of the Industrial Disputes Act, 1947 and rules framed thereunder.
4. *Classification:*
It is agreed between the parties that all the workers shall be classified as operators under Grade SP(Operators) and following pay scale shall be made applicable to operate with effect from 1st October, 2004.
Grade SP(Operators) : 1000-30-1150-35-1325-45-1550-60-1850-80-2250-105-2775-135-3450-170.
5. *Emoluments:*
The workerswise detailed break up of emoluments is enclosed as per "Annexure A". The various components have been explained as below:
 - a) It is agreed between the parties that existing monthly basic salary shall be increased suitably after the increment fitment after multiples of applicable scales:
 - b) *Personal Pay (PP):*
The difference of increment given on monthly basic salary as per above clause 4, and the fitment level after multiples of applicable scales, shall be paid as Personal Pay (PP).
 - c) *House Rent Allowance:*
It is agreed between the parties that a House Rent Allowance shall be paid at 40% of the new monthly basic salary.
 - d) It is agreed between the parties that all workmen governed by this settlement shall now be paid uniform amounts in respect of each type of allowance, such as Special Allowance, Education Allowance, Transport Allowance, Canteen Allowance and Medical Allowance.
 - e) *Canteen Allowance:*
It is agreed between the parties that after standardization at Rs. 330/- (Rupees Three hundred and thirty only) per month, the present system of paying canteen allowance, shall be discontinued and said amount shall be paid as Fixed Dearness Allowance w.e.f. 1-10-2004.
 - f) *Special Allowance:*
It is agreed between the parties, that existing monthly Special Allowance shall be standardized at Rs. 200/- (Rupees Two hundred only) and thereafter it shall be increased by another Rs. 100/- (Rupees One hundred only) per month, with effect from 1st October, 2004.
 - g) *Educational Allowance:*
It is agreed between the parties, that monthly Educational Allowance shall be first standardized at Rs. 450/- (Rupees Four hundred and fifty only) per month, and thereafter it will be increased by another Rs. 120/- (Rupees One hundred twenty only) per month, with effect from 1st October, 2004.
 - h) *Medical Allowance:*
It is agreed between the parties, that Medical Allowance shall be paid to all the workmen falling outside the purview of Employees State Insurance Act, 1948 and the same will be standardized at Rs. 360/- (Rupees Three hundred and sixty only) per month.
 - i) *Conveyance Allowance:*
It is agreed between the parties, that Conveyance Allowance shall be standardized at Rs. 700/- (Rupees Seven hundred only) per month, and thereafter the said allowance shall be increased by Rs. 100/- (Rupees One hundred only) per month from 1st October, 2004.
 - j) *Washing Expenses Reimbursement:*
It is agreed between the parties, that present limit of Rs. 50/- per month reimbursement of washing expenses, shall be increased by Rs. 286/- (Rupees Two hundred eighty six only) per month from 1st October, 2004, till the end of the settlement.
 - k) *Bonus:*
It is agreed between the parties, that the bonus shall be paid as per the provisions of the Payment of Bonus Act, 1965. It is agreed between the parties that those workers who otherwise fall outside the purview of Payment of Bonus Act, 1965 due to the upper limits/ceiling of the bonus wage, as a gesture of good will and having regards to the cordial relations with the workers, the management shall disregard the upper limit of bonus wages and shall pay bonus, calculated as per

the provisions of the Payment of Bonus Act, 1965 subject to a maximum of Rs. 6,000/- (Rupees Six thousand only) per annum.

1) *Reimbursement of Leave Travel Concession:*

It is agreed between the parties, that the management shall reimburse upto Rs. 3,600/- (Rupees Three thousand six hundred only), per annum, as Leave Travel Concession, subject to following conditions:

- i. In the even any workman remains absent without pay he shall be entitled to be reimbursed Leave Travel Concession on a pro-rata basis.
- ii. The workers shall avail of at least 4 days leave for the purpose of Leave Travel Concession claim.

6. *Leave:*

With a view to provide more flexibility and leave encashment benefit to workmen it is agreed between the parties that, the casual leaves shall be merged with earned leaves and the workmen shall be eligible for a total of 22 (twenty two) days of leaves (including casual leaves) per year of service with effect from 1st October, 2004. The leaves shall be governed by the existing rules of the company from time to time.

7. *Raincoats:*

It is agreed between parties, that raincoats will be given to the workmen in the month of May, 2005 and May, 2007.

8. Hoping for better prospect and expansion, the management may devise a scheme for future admission of trainees, and the union, agrees that it shall have no objection for such a procedure and nothing shall come in the way of managerial functions and the Manager/s of the factory, as regards, re-organization, if required, to be done in future.

9. It is agreed between the parties, that terms and conditions of service which are not dealt with or specifically altered by this settlement, shall remain as per the existing Rules & Certified Standing orders of the company.

10. The Union/workmen agree that their demands which have been settled by this settlement have caused huge financial burden on the management of the company and as such the Union and the workmen agree not to raise directly or indirectly any demand involving additional liability on the management during the period of operation of this settlement and this settlement is in full and complete satisfaction of all the demands forwarded by the union.

11. It is agreed between the parties that in case any work is required to be performed by the workers

on urgent basis, as required by the management, the workers shall not refuse to do the said work including over time as and when required.

12. It is agreed between the parties that those workers who accept the terms and conditions of this settlement shall submit their acceptance in writing in Proforma as per "Annexure-B" which is the part of this settlement. The terms and conditions shall be made applicable only to those workmen who submit their acceptance within 2 days of the date of signing the settlement i.e. by close of office working hours of 19th June, 2009. The arrears if any shall be paid on or before July, 15th 2009 (Annexure A2).

13. The Union and the workmen further agree that in the interest and progress of the Company, they shall extend their whole hearted and full co-operation to the management in improving the existing systems and to introduce new systems or methods which will help the management to eliminate waste and to have efficient management of the company and its business.

14. The Union and the workmen further agree that they shall not resort to any direct action to settle any dispute or difference with the management and that they shall try to settle such disputes or differences by mutual discussions with the management and in case of failure to settle mutually, to have recourse to machinery under the Industrial Disputes Act, 1947 for settlement of Industrial Disputes.

15. The Union agrees that maintaining of discipline in the company is a prime responsibility of the management and in maintaining discipline and increasing efficiency the union shall not interfere in or hinder performance of management's duty to enforce discipline within the provisions of law existing practice and procedures.

16. Any clause in the charter of demands not mentioned in the settlement will be considered to have been discussed and withdrawn.

17. It is agreed in pursuance above all matters starting from the period 01-10-2004 till date in Labour Court/Industrial Tribunal has been settled amicably and both the parties agree to withdrawn pending litigations.

18. It is agreed between the parties to pay an additional amount of Rs. 1,044/- each per month as special allowance for which no statutory dues are payable from both the side, since the arrears accrued for previous period. This amount will also not be entitled for any other direct/indirect benefits.

Inform the Government accordingly.

Sd/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

DURA-LINE INDIA PVT. LTD.,
Electronic City, Verna, Salcete, Goa-403 722
Revised monthly Salary of Operators w.e.f. October, 2004.

Sl. No.	Emp	Name of workman	Grade	Basic (Rs.)	PP (Rs.)	Special allowance (Rs.)	FD.A. (Rs.)	H.R.A. (Rs.)	Educa- tion allowance (Rs.)	Medi- cal expe- nses reim- burse- ment (Rs.)	Conve- yance allo- wance (Rs.)	Wash- ing reim- burse- ment expenses to ESIC (Rs.)	Ave- rage cost of shift expenses to ESIC (Rs.)	Emp- loyer's contri- bution (Rs.)	Emp- loyer's contri- bution of PF (Rs.)	Gra- tuity provi- sion (Rs.)	Bo- nus (Rs.)	LTC (Rs.)	LWF (Rs.)	Total (Rs.)	Sig- nature
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1.	4	Anil Vaigankar	SP(Operator)	3315	74	300	330	1355	570		800	336	217	320	506	191	500	300	15	9129	
2.	6	Bipin Kurdikar	SP(Operator)	3450	134	300	330	1434	570		800	336	217	333	533	197	500	300	15	9449	
3.	14	Estaquio Fernandes	SP(Operator)	4810	9	300	330	1927	570	360	800	336	217	0	701	263	500	300	15	11437	
4.	19	Mariano Moura	SP(Operator)	3960	11	300	330	1588	570	360	800	336	217	0	585	222	500	300	15	10094	
5.	21	Noorappa Lamani	SP(Operator)	3180	1	300	330	1273	570		800	336	217	307	478	184	500	300	15	8790	
6.	34	Sushant Vengurlekar	SP(Operator)	3045	88	300	330	1253	570		800	336	217	303	471	178	500	300	15	8706	
7.	44	Victor Barbosa	SP(Operator)	3620	104	300	330	1490	570		800	336	217	343	552	205	500	300	15	9682	
8.	61	Audhut Naik	SP(Operator)	2355	19	300	330	950	570		800	336	217	253	368	145	500	300	15	7457	
9.	84	Anson David	SP(Operator)	1550	42	300	330	637	570		800	336	217	201	262	106	500	300	15	6165	
10.	85	Anthony Dias	SP(Operator)	2460	0	300	330	984	570		800	336	217	259	380	150	500	300	15	7600	
11.	89	Sudesh Shirodkar	SP(Operator)	1610	0	300	330	644	570		800	336	217	202	264	109	500	300	15	6197	
12.	90	Yogesh Arorkar	SP(Operator)	1460	0	300	330	584	570		800	336	217	192	244	102	500	300	15	5949	
13.	96	Sarvesh Gawde	SP(Operator)	1610	4	300	330	645	570		800	336	217	202	265	109	500	300	15	6202	
14.	100	Albert Vales	SP(Operator)	1610	11	300	330	648	570		800	336	217	203	265	109	500	300	15	6214	
15.	101	Jose Alemao	SP(Operator)	1610	0	300	330	644	570		800	336	217	202	264	109	500	300	15	6197	
16.	117	Vithal Ramnathkar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
17.	118	Akshay Kavlekar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
18.	119	Prashant Tandel	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
19.	129	Naresh Hosalikar	SP(Operator)	1460	25	300	330	594	570		800	336	217	194	247	102	500	300	15	5989	
20.	130	Jopan Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5989	
21.	132	Praveen Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
22.	133	Vishnu Borkar	SP(Operator)	1460	43	300	330	601	570		800	336	217	195	249	102	500	300	15	6018	
23.	139	Krishnanand Damsadekar	SP(Operator)	1460	32	300	330	597	570		800	336	217	194	248	102	500	300	15	6001	
24.	141	Satish Gavnekar	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
25.	165	Eknath Naik	SP(Operator)	1460	21	300	330	593	570		800	336	217	194	247	102	500	300	15	5983	
Total				54245	757	7500	8260	22001	14250	720	20000	8400	5417	6258	8609	3396	12500	7500	375	179177	

Note: 1) The above Statement does not include the costs of Transport provided and subsidy given on Food.

2) The Reimbursements of Shift Expenses would be @ Rs. 10/- (Rupees ten only) for the second shift & @ Rs. 15/- (Rupees fifteen only) for the third shift.

Annexure A2

Arrears Payable to Operators

Sr. No.	Code No.	Name of Employees	Salary Arrears from Oct., '04 to March, '07	LTA Arrears from Oct., '04 to March, '07	LTA Arrears for April, '07 to Sept., '08	Bonus Arrears FY05-FY07	Additional increase of Rs. 1044/- p.m. as per new settlement	Total Arrears Payable
1	2	3	4	5	6	7	8	9
1.	4	Anil Vaigankar	39,254	8,783	5,380	19,993	50,212	123,523
2.	6	Bipin Kurdikar	39,927	8,822	5,370	21,277	50,112	125,509
3.	14	Eustaquio Fernandes	38,540	8,887	5,390	33,994	50,112	136,923
4.	19	Mariano Moura	46,376	8,857	5,390	23,140	50,112	133,875
5.	21	Noorappa Lamani	39,858	8,975	5,400	19,599	50,112	123,944
6.	34	Sushant Vengurlekar	39,152	8,872	5,361	19,535	50,112	123,031
7.	44	Victor Barbosa	40,462	8,887	5,390	22,003	50,112	126,854
8.	61	Audhut Naik	36,915	8,546	5,282	17,396	50,112	118,251
9.	84	Anson David	38,451	8,911	5,390	15,180	50,112	118,044
10.	85	Anthony Dias	39,640	8,921	5,390	16,896	50,112	120,959
11.	89	Sudesh Shirodkar	38,080	8,822	5,390	15,129	50,112	117,534
12.	90	Yogesh Arorkar	36,683	8,541	5,183	14,184	50,112	114,704
13.	96	Sarvesh Gawde	37,999	8,798	5,390	15,021	50,112	117,319
14.	100	Albert Vales	37,799	8,635	5,400	14,827	50,112	116,773
15.	101	Jose Alemao	37,799	8,753	5,400	15,139	50,112	117,204
16.	117	Vithal Ramnathkar	36,459	8,497	5,370	13,993	50,112	114,432
17.	118	Akshay Kavlekar	38,201	8,901	5,390	14,736	50,112	117,340
18.	119	Prashant Tandel	35,941	8,369	5,361	14,264	50,112	114,046
19.	129	Naresh Hosalikar	38,159	8,892	5,390	14,775	50,112	117,327
20.	130	Jopan Naik	37,812	8,813	5,331	14,591	50,112	116,659
21.	132	Praveen Naik	37,267	8,679	5,390	15,099	50,112	116,548
22.	133	Vishnu Borkar	36,585	8,541	5,301	14,388	50,112	114,928
23.	139	Krishnanand Damsadekar	37,990	8,857	5,351	14,640	50,112	116,950
24.	141	Satish Gavnekar	37,845	8,822	5,400	14,656	50,112	116,835
25.	165	Eknath Naik	38,211	8,872	5,390	14,933	50,112	117,518
Total			961,404	219,255	134,182	429,390	1,252,800	2,997,031

ANNEXURE-B

State Directorate of Craftsmen Training

Date: 18-6-2009.

To,
The Manager,
Dura-Line India Pvt. Ltd.,
Verna, Salcete-Goa.

Sir,

We employees designated as Operator state that we have read/been read over and explained, the terms and conditions of the settlement signed between workmen represented by Goa Trade & Commercial Workers Union dated 18-06-2009 and fully understood the same.

We further declare and confirm and agree that the settlement is a package deal and all the terms and conditions and benefit are acceptable to us and we will not raise any demand during the settlement period and agree to be bound by it. We further undertake to fulfill all the obligations required by us under this settlement.

Sr. No.	Emp. Code	Name	Signature
1.	19	Mariano Moura	Sd/-
2.	100	Albert Vales	Sd/-
3.	06	Bipin V. Kindikar	Sd/-
4.	132	Pravin Naik	Sd/-
5.	84	Anson David	Sd/-
6.	21	Noorappa N. Lamani	Sd/-
7.	14	Eustaquio Fernandes	Sd/-
8.	61	Audut Naik	Sd/-
9.	119	Prashant Tandol	Sd/-
10.	85	Anthony Dias	Sd/-
11.	130	Jopan Naik	Sd/-
12.	89	Sudesh Shirodkar	Sd/-
13.	133	Vishnu Borkar	Sd/-
14.	34	Sushan Vengurlekar	Sd/-
15.	90	Yogesh P. Anhar	Sd/-
16.	129	Naresh N. Hosalikar	Sd/-
17.	96	Sarvesh H. Gaude	Sd/-
18.	101	Jose Alemao	Sd/-
19.	118	Akshay Kavlekar	Sd/-
20.	117	Vithal Ramnathkar	Sd/-
21.	04	Anil Vaingankar	Sd/-
22.	141	Satish Gaunekar	Sd/-
23.	139	Krishnanand Damsadekar	Sd/-
24.	165	Eknath P. Naik	Sd/-
25.	44	Victor Piedade Barbosa	Sd/-

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Order

No. 5/15/(1)/TRG/SDCT/09

[Sub: Constitution of State Steering Committee (SSC) for implementation of Public Private Partnership (PPP) in Government ITIs]

Whereas Government of India has introduced a Scheme for Upgradation of 1396 Government ITIs into Centre of Excellence (CoE) through Public Private Partnership (PPP) in specific trades and skills with active participation of Institute Managing Committee (IMC) and other Stake holders.

And whereas the State Government has decided to implement the said Scheme and upgrade ITI, Vasco in to Centre of Excellence (CoE) under this scheme.

Now, therefore, to monitor the implementation of the scheme, State Government is pleased to constitute State Steering Committee (SSC) consisting of following members:

- | | |
|---|------------|
| A. Secretary (Craftsmen Training),
Government of Goa,
Secretary, Porvorim-Goa | Chairman. |
| B. State Director of Craftsmen
Training, Government of Goa,
Shramashakti Bhavan,
Patto Plaza, Panaji-Goa | Secretary. |
| C. Joint Secretary,
Finance (Expenditure),
Government of Goa,
Secretariat, Porvorim-Goa | Member. |
| D. The Principal Chief Engineer,
Public Works Department,
Altinho, Panaji-Goa | Member. |
| E. Representatives of other State Department
dealing with Vocational Training and Employ-
ment. | |
| 1. Assistant Director of
Education (Vocational),
Directorate of Education,
18th June Road, St. Inez,
Panaji-Goa | Member. |
| 2. Smt. Lalita Joshi,
Professor of Economics,
M.E.S. College, Vasco-Goa | Member. |
| 3. Shri K. N. Subhash,
Secretary (Board of
Technical Education),
Porvorim, Bardez-Goa | Member. |

F. Representatives of Industrial Association.

- | | |
|---------------------------------|---------|
| 1. Chairman, | Member. |
| CII Goa Council, 502, | |
| 5th Floor, Unitech City Centre, | |
| M. G. Road, Panaji-Goa | |
| 2. Shri Parag Joshi, | Member. |
| M/s. Jutex, Joshi Building, | |
| Vasco-da-Gama, Goa | |
| 3. Nilin Sant, | Member. |
| Alpha Consultants, | |
| 322, Casa Del SOL, | |
| Office Block, | |
| Opp. Hotel Marriott, | |
| Miramar, Panaji-Goa | |

The role and responsibility of the State Steering Committee shall be as indicated hereinbelow:

1. Guide and monitor implementation of the Scheme at the State Level.
2. Assess and recommend Institute Development Plan (IDP) prepared by the IMC to the Central Government for financing under the Scheme.
3. Authorize submission of reports to the National Steering Committee (NSC) or Central Government.
4. Review and approve training plans for the staff of State Implementation Cell (SIC).
5. Co-ordinate with Industry/Industry Partner/ Industry Association at the State Level to solve their problems in implementation of the scheme, if any.
6. Perform any other specific functions as provided under the tripartite Memorandum of Agreement (MoA).

The term of office of the State Steering Committee (SSC) under this Scheme shall be for a period of 3 years from the date of its constitution provided the members representing the other State Departments dealing with Vocational Training & Employment and representatives of Industry Association may change by name and number from time to time under specific orders from the State Government.

The State Steering Committee shall meet as frequently as may be felt necessary and otherwise at least once in three months.

The non-officials members who attend the meeting shall be paid a fixed honorarium of

Rs. 400/- (Rupees Four hundred only) per meeting and no other TA/DA shall be payable.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 4th November, 2009.



Department of Personnel

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Order

No. 7/12/2006-PER

In pursuance of the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/6/2009-UST.I dated 25-08-2009, the Governor of Goa is pleased to relieve Shri Ajit Srivastava, IAS (AGMU: 1996), Secretary (Elections)/CEO from this Administration, with effect from 30-11-2009 (AN) to take up his new assignment in the Government of Arunachal Pradesh.

Shri Gonesh Koyu, IAS (AGMU: 91) is appointed as Chief Electoral Officer (CEO) from 30-11-2009 (FN).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).
Porvorim, 30th November, 2009.

Order

No. 13/7/2009-PER

In pursuance to Hon'ble High Court order in MISC.Civil Application No. 895 of 2009 in Writ Petition No. 438 of 2009 dated 26th November, 2009, Governor of Goa is pleased to grant extension in service to Shri Shantaram Shenoy, Comptroller in Raj Bhavan beyond the date of superannuation for a period of four months with effect from 01-10-2009 upto 31-01-2010.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).
Porvorim, 30th November, 2009.

Order

No. 6/9/2009-PER(Part-I)

Shri Melvyn A. Vaz, Managing Director, Goa Housing Board shall hold charge of the post of Project Director, D.R.D.A., South, Margao in addition to his own duties, with immediate effect, thereby relieving Shri Y. B. Tavde, Additional Collector-II, South, Margao of the additional charge.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).
Porvorim, 30th November, 2009.

**Department of Public Health****Notification**

No. 13/41/87-I/PHD(Part I)

In exercise of the powers conferred by Section 36-A of the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940) (hereinafter called the "said Act") and in supersession of the Government Notification No. 13/41/87-I/PHD(Part I) dated 13-01-2005, published in the Official Gazette, Series II No. 43, dated 20-01-2005, the Government of Goa with the concurrence of the High Court of Judicature at Bombay, as conveyed vide their letter No. A. 1623/G/2002 dated 20th June, 2009, hereby specially empowers all Judicial Magistrates of the First Class in the State of Goa, who have been otherwise empowered to try offences summarily under Section 260 of the Code of Criminal Procedure, 1973 (2 of 1974), for the purposes of said Section 36-A of the said Act, with immediate effect.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).
Porvorim, 30th November, 2009.

Notification

No. 13/20/2002-I/PHD(Part)

S. O. 1866(E) — In exercise of the powers conferred by sub-section (1) of Section 25 of the Cigarettes and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003 (34 of 2003), the Goa Government hereby authorises Officers mentioned in Column (2) of the

table given below, who shall be competent to act under Sections 12 & 13 of the said Act and are conferred with the power of Entry, Search and Seizure under the said provision of the said Act.

TABLE

Sr. No.	Designation	Department
1	2	3
1. i)	All Officers of the level of Superintendents and above of Customs and Central Excise	Department of Revenue.
ii)	All Officers of the rank of Inspectors and above of Sales Tax	
2.	All Officers of Inspectors and above	Department of Transport.
3.	All Health Officers/Medical Officers incharge of all health units in their respective jurisdiction	Department of Health.
4.	Junior Labour Commissioner and above	Department of Labour.
5.	Joint Director	Department of Industries.
6.	All Food Inspectors and above	Department of Food & Drugs Administration.
7.	All Officers of the Rank of Sub-Inspectors and above	Department of Home Affairs.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).
Porvorim, 30th November, 2009.

**Department of Revenue****Order**

No. 23/43/2008-RD

Whereas, the Government of Goa, vide Notification No. 23/43/2008-RD dated 01-09-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter

referred to as the "said Act"), and published in the Official Gazette, Series II No. 25, dated 18-09-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of new roads in Village Dramapur, Chinchinim and Deussua in Velim Constituency of Salcete Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa issued Corrigendum dated 30-10-2008 because the two Revenue Villages namely Chinchinim and Deussua was not correctly notified.

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/43/2008-RD dated 23-09-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 27, dated 01-10-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 25th November, 2009.

Order

No. 23/45/2007-RD

Whereas, the Government of Goa, vide Notification No. 23/45/2007-RD dated 01-01-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, (Extraordinary), Series II No. 40, dated 03-01-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition (Additional area) for construction of road at Mirabag informt of

Government Primary School to Mirabagwada in V. P. Sanvordem Constituency (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/45/2007-RD dated 12-01-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 43, dated 22-01-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 30th November, 2009.

Order

No. 23/53/2006-RD

Whereas, the Government of Goa, vide Notification No. 23/53/2008-RD dated 03-11-2006, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 33, dated 16-11-2006, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of 40.50 M. long bridge across river Uguem including approaches on S. H. 6 in V. P. Uguem in Sanguem Constituency (Addl. area) (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/53/2006-RD dated 15-01-2008, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 43, dated 24-01-2008, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 30th November, 2009.

Order

No. 22/16/2006-RD

Whereas, the Government of Goa, vide Notification No. 22/16/2006-RD dated 20-06-2006, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette (Extraordinary No. 3), Series II No. 11, dated 21-06-2006, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for expansion of Mapusa Bus Stand in Bardez Taluka (hereinafter referred to as the "said public purpose").

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/16/2006-RD dated 03-08-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 20, dated 13-08-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 4th December, 2009.

Notification

No. 22/23/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for development of Government Village School Playground at Non-Mon in Vasco City of Mormugao Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector (LA), South Goa, Margao, to perform the functions of a Collector, South Goa District, Margao-Goa, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.
2. The Deputy Collector (LA), South Goa, Margao-Goa.
3. The Director of Sports and Youth Affairs, Campal, Panaji-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (LA), South Goa, Margao-Goa, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Mormugao		City: Vasco
P. T. Sheet No./Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
45	4 O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco.	691
45	5 O: Not Known.	161
45	6 O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco.	22
45	1 Part O: Not Known.	83
45	2 Part O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco.	20
45	7 Part O: M/s. Zuari Real Estate Co. Pvt. Ltd., Vasco.	362
61 50/1 Part	O: Comunidade of Mormugao. T: Ana Tereza Correia.	1021
61 50/2 Part	O: Comunidade of Mormugao. T: Manuel De Rosario.	3383
61 50/3 Part	O: Comunidade of Mormugao. T: Agnelo Pereira.	1512

Boundaries :

North: P. T. S. No. 45 ch. No. 1, 2, 7, Road, Nallah.
 South: P. T. S. No. 61 ch. No. 50/1, 50/2, 50/3, Nallah, P. T. S. No. 45, ch. No. 7
 East : P. T. S. No. 45 ch. No. 7.
 West : P. T. S. No. 61 ch. No. 1, 47, 48, 49, 50/1.

Total: 7255

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).
 Porvorim, 2nd December, 2009.

Notification

No. 23/53/2008-RD

Whereas by Government Notification No. 23/53/2008-RD dated 12-12-2008 published on page 955 of Series II No. 38 of the Official Gazette, dated 18-12-2008 and in two newspapers (1) "Herald" dated 18-12-2008 and (2) "Pudhari" dated 18-12-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. L. A. for Const. of bridge at Poriem including approaches in Satari Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Satari		Village: Poriem
Survey No./Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
130/7 P	O: 1. Keshav Shiva Gurao. 2. Nakul Atma Gurao. 3. Shri Mahadev Devasthan of Poreim.	830

1	2	3
139/1 P O:	1. Chandru Apa Mazik. 2. Ladu Kust Mazik. 3. Parvati Zalgo Mazik. 4. Narshiv Kusta Mazik. 5. Bagirathi Kusta Mazik.	905
<i>Boundaries :</i>		
North : Road, River.		
South : River, Road.		
East : S. No. 130/7, 139/1.		
West : Road.		
		Total: 1735

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd December, 2009.

Corrigendum

No. 23-11-2009-RD

Read: Notification No. 23/11/2009-RD dated 02-11-2009 regarding L. A. for const. of Benaolim Sinquetim Bridge across River Sal in Navelim Constituency at Benaolim & Navelim Village of Salcete Taluka (Addl. area).

In para 2 and 3 the above read Notification the LAO in the said project to be read as Dy. Collector (LA) South, Margao-Goa instead of Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa.

The rest of the contents of above-referred notification shall remain unchanged.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 26th November, 2009.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-4/87WR/792

Read: This office order No. 25-7-95/CE-WR/ /Adm.II/655 dated 21-10-2009.

The Government is pleased to transfer the following Assistant Engineer/A.S.W. working in Water Resources Department/Goa Tillari Irrigation Development Corporation, in the Offices mentioned against their names, in public interest.

Sr. No.	Name & designation	Office where presently working	Posted on transfer to
1	2	3	4
1.	Shri Pradeep S. Gad, Assistant Surveyor of Works	Office of the Superintending Engineer, C.P.O., WRD, Panaji	Sub-Div. I, Works Div. VII, G.T.I.D.C., Dhargal as Assistant Engineer on deputation.
2.	Smt. Malini R. Naik, Assistant Engineer	Sub-Div. I, Works Div. VII, G.T.I.D.C., Dhargal on deputation	Office of the Superintending Engineer, C.P.O., WRD, Panaji.

The deputation of Smt. Malini R. Naik, Assistant Engineer in G.T.I.D.C. is curtailed from the date of her relief from Goa Tillari Irrigation Development Corporation.

Shri Pradeep S. Gad, Assistant Engineer is transferred to G.T.I.D.C. on deputation for the period upto 31-05-2011 and it shall be governed as per the standard terms and conditions stipulated in the Office Memorandum No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time.

No deputation allowances are admissible to Shri Pradeep S. Gad, Assistant Engineer as per the G.T.I.D.C. Act, 1999.

The GTIDC shall be liable to pay to the salary and other allowances to Shri Pradeep S. Gad, Assistant Engineer from their funds as per the sub-section (6) of Section 16 of the aforesaid Act.

The GTIDC shall also be liable to pay the Government leave salary and pension contribution of Shri Pradeep S. Gad, Assistant Engineer at the prescribed rate. He will be entitled for the benefit of the surrender of leave and the expenditure towards the same shall be borne by the said Corporation.

The concerned Head of Office should relieve the above transferee immediately and copy of the same be endorsed to this office.

Shri Pradeep S. Gad, Assistant Surveyor of Works should move first.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (WR) and ex officio Addl. Secretary.

Panaji, 19th November, 2009.

Order

No. 74-1-82/CE-WR/Adm.II/811

The Government is pleased to transfer Shri Vasudev G. Malik, Assistant Engineer, Sub-Div. I, Works Div. III, Water Resources Department, Bicholim to Sub-Div. III, Works Div. I, Water Resources Department, Pernem, in the existing vacancy, in public interest.

The concerned Head of Office should relieve the above transferee immediately and copy of the same be endorsed to this office.

Shri V. G. Malik, Assistant Engineer, shall hold the additional charge of Sub-Div. I, Works Div. III, Water Resources Department, Bicholim, until the post of Assistant Engineer in Sub-Div. I, Works Div. III, WRD, Bicholim, is filled up.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (WR) & ex officio Addl. Secretary.

Panaji, 26th November, 2009.

Order

No. 74-1-82/CE-WR/Adm.II/839

Read: This office order No. 25-7-95/CE-WR/Adm.II/655 dated 21-10-2009.

The Government is pleased to repatriate/transfer the following Assistant Engineer/Assistant Surveyor of Works of this Department and post in the offices shown against their names in public interest.

Sr. No.	Name & designation	Present place of working	Posted on transfer
1	2	3	4
1.	Shri R. Kalaivanan Assistant Engineer	Sub-Div. V, Works Div VIII, Quality	Works Div. XIII, W.R. D. Gogal-Margao as

1	2	3	4
		Control, G.T.I.D.C. Bicholim, on deputa-tion.	A.S.W. by curtailing his deputation period in G.T.I.D.C.
2.	Shri P. G. Babu, Asstt. Surveyor of Works	Works Div. XIII, W.R.D. Gogal-Margao	Sub-Div. V, Works Div. VIII Quality Control, G.T.I.D.C. Bicholim on deputation.

The deputation of Shri R. Kalaivanan, Assistant Engineer in Goa Tillari Irrigation Development Corporation is curtailed from the date of his relief from the respective office of G.T.I.D.C.

The deputation of Shri P. G. Babu, Assistant Engineer in Goa Tillari Irrigation Development, is upto 31-05-2011 and shall be governed as per the standard terms and conditions stipulated in the Office Memorandum No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time.

No deputation allowances are admissible to Shri P. G. Babu, Assistant Engineer, in view of sub-section (5) of Section 16 of the Goa Tillari Irrigation Development Corporation Act, 1999.

The Goa Tillari Irrigation Development Corporation shall be liable to pay the salary and other allowances to Shri P. G. Babu, Assistant Engineer from their funds as per the sub-section (6) of Section 16 of the aforesaid Act.

The Goa Tillari Irrigation Development Corporation shall also be liable to pay to the Government Leave Salary and pension contribution of the above Officer at the prescribed rate.

T. T. A. will not be admissible to the Officer at Sl. No. 2 above, since his transfer is made at his own request.

Transferee at Sr. No. 2 should move first.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (WR) and ex officio Addl. Secretary.

Panaji, 4th December, 2009.

**Department of Women & Child
Development**

Directorate of Women & Child Development

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Order

No. 2-117-2005/DW&CD/2054

As per the recommendation of the Committee of Governors constituted by the Government of India, the Government of Goa is pleased to constitute a "State Level High Power Official Committee" for monitoring convergence in implementation of programmes and co-ordination among agencies dealing with women related issues as under:

1. Chief Secretary	Chairperson.
2. Secretary Labour/Labour Commissioner	Member.
3. Secretary Health/Director Health	Member.
4. Secretary W & CD	Member.
5. Secretary Social Welfare/Director	Member.
6. Secretary Panchayat/Director	Member.
7. Secretary Law/Director Prosecution	Member.
8. Chairperson of Women Commission	Member.
9. Development Commissioner	Member.
10. Director General of Police	Member.
11. Inspector General of Prison	Member.
12. Director Women and Child Development	Member Secretary.

The Committee shall meet atleast once in six months.

By order and in the name of the Governor of Goa.

Sanjiv Gadkar, Director & ex officio Jt. Secretary (W&CD).

Panaji, 27th November, 2009.

Notification

No. 2-117-2005/DW&CD/2053

The Government of Goa is pleased to constitute a South Goa District Level Official Committee for monitoring convergence in implementation of programmes and co-ordination among agencies dealing with women related issues consisting of the following:

1. District Magistrate	... Chairperson.
2. Director Education	... Member.
3. Labour Commissioner	... Member.
4. S. P. South	... Member.
5. Director Panchayat	... Member.
6. Mrs. Auda Viegas, N.G.O. Bailancho Ekvot	... Member.
7. P. I. of Women Police Station (North)	... Member.
8. Protection Officer South-cum-Chief Executive Officer	... Member.
9. Programme Officer South	... Member Secretary.

The Committee shall be meet at least once in 3 months, and forward its report/minutes to the Director Women and Child Development to be placed before State Level High Power Official Committee.

By order and in the name of the Governor of Goa.

Sanjiv Gadkar, Director & ex officio Jt. Secretary (W&CD).

Panaji, 27th November, 2009.

Notification

No. 2-117-2005/DW&CD/2055

The Government of Goa is pleased to constitute a North Goa District Level Official Committee for monitoring convergence in implementation of programmes and co-ordination among agencies dealing with women related issues consisting of the following:

1. District Magistrate	... Chairperson.
2. Director Panchayat	... Member.
3. Labour Commissioner	... Member.
4. Director Education	... Member.
5. S. P. North	... Member.
6. Mrs. Caroline Colaco, N.G.O. Bailancho Munch	... Member.
7. P. I. of Women Police Station (North)	... Member.
8. Protection Officer North-cum-Chief Executive Officer	... Member.
9. Programme Officer North	... Member Secretary.

The Committee shall be meet at least once in 3 months, and forward its report/minutes to the Director Women and Child Development to be

placed before State Level High Power Official Committee.

By order and in the name of the Governor of Goa.

Sanjiv Gadkar, Director & ex officio Jt. Secretary (W&CD).

Panaji, 27th November, 2009.

Corrigendum

No. 2-109(5)-2008/DW&CD/2084

Read: Notification No. 2-109(5)-2008/DW&CD/1194 dated 28-08-09.

The Juvenile Justice Board constituted for South Goa District under the Juvenile Justice (Care &

Protection of Children) Act, 2000 vide above referred Notification shall be kept in abeyance till further orders.

Till such time, the Juvenile Justice Board, North Goa District shall hear all the cases in relationship to Juvenile in conflict with law as was being done in the past.

The other conditions remain unchanged.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director & ex officio Joint Secretary (W&CD).

Panaji, 1st December, 2009.

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